

**GAVIOTA STATE PARK
BOAT HOIST OPERATOR'S TRAINING HANDBOOK**

BOAT HOIST USER AGREEMENT (Front)

State of California – Department of Parks and Recreation
Gaviota State Park Boat Hoist User Agreement
(FRONT)

Vessel Owner/Operator Information

LAST NAME _____ FIRST NAME _____ M.I. _____
ADDRESS _____ CITY _____ ZIP _____
PHONE NUMBER _____ EMERGENCY PHONE CONTACT _____
VEHICLE MAKE/MODEL _____ VEHICLE LICENSE _____
TRAILER LICENSE _____
EMAIL ADDRESS (hoist status info - optional) _____

Vessel Information

CF# _____ VESSEL NAME _____
DESCRIPTION AND SIZE _____
VESSEL WEIGHT (EMPTY) _____

Vessel and Equipment Worthiness Statement

By signing this document, I certify that:

1. My vessel has current California DMV registration, including CF numbers and current sticker.
2. My vessel meets all applicable California and U.S. Coast Guard requirements for recreational watercraft and boating safety equipment, including, but not limited to, Personal Flotation Devices (PFDs) for each passenger, proper fire extinguisher, and both visual and audible distress signals (flares, horns, whistles, etc.).
3. My vessel's "fully loaded" weight, including all equipment, fuel and supplies, is less than two (2) tons.
4. All hoist slings, harnesses, rigging and hardware on my vessel meet American National Standards Institute (ANSI) and American Society of Mechanical Engineers (ASME) B30.26-2004 Crane & Hoist Standards applicable to my vessel, and are free from chafing, fraying, dry rot or other defects that might reduce their performance below their rated lifting capacity.
5. My slings are made of heavy duty nylon and are ANSI/ASME rated to lift my "fully loaded" vessel.
6. My vessel's pickup points are structurally sound with proper backing and weight distribution.
7. I have successfully completed the Gaviota State Park Boat Hoist Training Course and have been approved by the California Department of Parks and Recreation to operate the Gaviota boat hoist in both ideal and inclement weather.

(Continued on Reverse)

**GAVIOTA STATE PARK
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BOAT HOIST USER AGREEMENT (Back)

AGREEMENT, WAIVER AND RELEASE OF CLAIMS

I have read, understand and agree to follow all rules, regulations and safety procedures related to the Gaviota State Park Boat Hoist (Hoist), including those outlined in the Gaviota State Park Boat Hoist Operator's Training Handbook. I understand that failure to follow any of those rules, regulations or procedures, or misuse of the Hoist Operator Card assigned to me and my vessel, can result in revocation of my permission from the State of California Department of Parks and Recreation (State) to use the Hoist, and deactivation of my Operator Card.

I understand and acknowledge that there are risks associated with my use of the Hoist, including, but not limited to, malfunction of the equipment, adverse effects of the weather and other risks of which I am presently unaware. My use of the Hoist is voluntary and based on my independent assessment and acceptance of all risks associated with its use, without reliance on representations by the State, its agents or any other person.

In exchange for being allowed to use the Hoist, I hereby release, waive, relinquish and discharge all claims and legal actions that I might have for personal injury, wrongful death or property damage against the State arising from or in connection with my use of the Hoist; and I agree to save, protect, defend, indemnify and hold harmless the State, its agents, employees, officers and representatives, from all claims, demands, actions or judgments that may be asserted or claimed by any person or entity arising out of or in any way connected with my use of the Hoist; this release, waiver and indemnification shall apply even if the State is negligent or otherwise at fault.

I understand that the effect of my signing this document is that I assume all risk of injury, death or property damages I might suffer in connection with using the Hoist; that I absolve and release the State from the consequences of its negligence; and that I will save, protect, hold harmless, indemnify and defend the State against any legal actions or other claims, including those of third parties, for damages arising from my actions. I understand that I am forfeiting important legal rights and incurring important legal responsibilities, and I voluntarily execute this agreement, waiver and release of claims with full knowledge of its significance. I agree that the terms of this document bind me, my heirs, assigns, executors and administrators.

Owner/Operator Signature

Date